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Proposed Attorneys for the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
CITADEL BROADCASTING CORPORATION, <i>et al.</i> ,)	Case No. 09-17442 (BRL)
)	
Debtors.)	Jointly Administered
)	

**NOTICE OF HEARING ON DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS
RESTRUCTURING ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

PLEASE TAKE NOTICE that on February 3, 2010 at 10:00 a.m. (EST), Citadel Broadcasting Corporation and its debtor affiliates (collectively, the “***Debtors***”),¹ by their

¹ The Debtors in these chapter 11 cases are: Alphabet Acquisition Corp.; Atlanta Radio, LLC; Aviation I, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; Citadel Broadcasting Company; Citadel Broadcasting Corporation; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; International Radio, Inc; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets, LLC; Minneapolis Radio, LLC; Network Licenses, LLC; NY License, LLC; NY Radio Assets, LLC; NY Radio, LLC; Oklahoma Radio Partners, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; Radio Today Entertainment, Inc.; Radio Watermark, Inc.; San Francisco Radio Assets, LLC; San Francisco Radio, LLC; SF License, LLC; WBAP-KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP-KSCS Radio Acquisition, LLC; WBAP-KSCS Radio Group, Ltd.; and WPLJ Radio, LLC. The principal corporate locations of the Debtors are: 142 West 57th Street, 11th Floor, New York, New York 10019; and 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. The service address for all of the Debtors is 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. Information regarding the Debtors’ business and the background of these chapter 11

undersigned counsel, shall appear before the Honorable Burton R. Lifland, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York, 10004-1408, Room 623, or soon thereafter as counsel may be heard, and present the *Debtors' Application for Entry of an Order Authorizing and Approving the Retention of Deloitte & Touche LLP as Auditors and Accounting and Tax Advisors Nunc Pro Tunc to the Petition Date*.

PLEASE TAKE FURTHER NOTICE that you need not appear at the hearing if you do not object to the relief requested in the application.

PLEASE TAKE FURTHER NOTICE that the hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the hearing or at a later hearing.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the application must comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York, must be set forth in writing describing the basis therefor and must be filed with the Court electronically in accordance with General Orders M-182 and M-193 by registered users of the Court's electronic case filing system (the User's Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website of the Bankruptcy Court) and, by all other parties in interest, on a 3-1/2 inch disk, preferably in Portable Document Format (PDF), WordPerfect or any other Windows-based word processing format (with a hard copy delivered directly to Chambers) and served in accordance with General Order M-182 or by first-class mail

cases can be found in the Declaration of Randy L. Taylor Pursuant to Rule 1007-2 of the Local Rules for the Southern District of New York in Support of First-Day Motions and Applications (the "**First Day Declaration**"), filed on December 20, 2009, the date the Debtors filed their petitions (the "**Petition Date**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

upon each of the following: (a) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York, 10022-4611, Attn.: Joshua A. Sussberg; (b) Alvarez & Marsal North America, LLC, 100 Pine Street, Suite 900, San Francisco, CA 94111, Attn.: Michael Kang; (c) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York, 10004, Attn.: Brian Masumoto; and (d) counsel to the agent under the Debtors' prepetition secured term loan, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017-3954, Attn.: Mark Thompson, so as to be received no later than **4:00 p.m. (ET) on January 27, 2010.**

PLEASE TAKE FURTHER NOTICE that unless a written objection to the proposed order, with proof of service, is filed with the Clerk of the Court and a courtesy copy is delivered to the Bankruptcy Judge's chambers, the order may be signed and approved by the Court without a hearing.

New York, New York
Dated: January 8, 2010

/s/ Jonathan S. Henes
Jonathan S. Henes
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
CITADEL BROADCASTING CORPORATION, <i>et al.</i> ,)	Case No. 09-17442 (BRL)
Debtors.)	Jointly Administered

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION
OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS
RESTRUCTURING ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

TO THE HONORABLE BURTON R. LIFLAND, UNITED STATES BANKRUPTCY JUDGE:

Citadel Broadcasting Corporation (“*Citadel*”) and its debtor affiliates, as debtors and debtors in possession (collectively, the “*Debtors*”),² respectfully represent:

² The Debtors in these chapter 11 cases are: Alphabet Acquisition Corporation; Atlanta Radio, LLC; Aviation I, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; Citadel Broadcasting Company; Citadel Broadcasting Corporation; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; iBiquity Digital Corporation; International Radio, Inc.; KBAP-KSCS Radio Group, Ltd.; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets LLC; Minneapolis Radio LLC; Network Licenses, LLC; NY License, LLC; NY Radio Assets LLC; NY Radio, LLC; Oklahoma Radio Partners, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; Radio Watermark, Inc.; REACH Media Inc.; San Francisco Radio Assets, LLC; Inc.; San Francisco Radio, LLC; SF License, LLC; WBAP-KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP-KSCS Radio Acquisition, LLC; and WPLJ

Relief Requested

1. By this application, the Debtors request entry of an order substantially in the form attached hereto as **Exhibit A**, pursuant to sections 327 and 328 of the Bankruptcy Code, rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”) and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “***Local Rules***”), (a) authorizing the employment and retention of Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “***A&M***”) to serve as the Debtors’ restructuring advisors *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter (as defined below) and (b) approving the terms of A&M’s employment and retention, including the proposed hourly rates and the indemnification provisions set forth in the Engagement Letter, subject to the standards set forth in section 328 of the Bankruptcy Code. In support of the application, the Debtors submit the Declaration of Michael D. Kang, a Managing Director of A&M (the “***Kang Declaration***”), which is attached hereto as **Exhibit B**.

Basis for Relief

2. As described in the First Day Declaration, to effectively restructure their business and implement a successful plan of reorganization, the Debtors require the services of a capable and experienced restructuring-advisory firm to assist with various operational issues that will

Radio, LLC. The principal corporate locations of the Debtors are: 142 West 57th Street, 11th Floor, New York, New York 10019; and 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. The service address for all of the Debtors is 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. Information regarding the Debtors’ business and the background of these chapter 11 cases can be found in the Declaration of Randy L. Taylor Pursuant to Rule 1007-2 of the Local Rules for the Southern District of New York in Support of First-Day Pleadings (the “***First Day Declaration***”), filed on December 20, 2009, the date the Debtors filed their petitions (the “***Petition Date***”) under chapter 11 of title 11 of the United States Code (the “***Bankruptcy Code***”).

arise during the course of these chapter 11 cases. A&M's resources and capabilities, together with its prepetition experience advising the Debtors, complements the services offered by the Debtors' other restructuring professionals and render its retention integral to the Debtors' success in these chapter 11 cases. Accordingly, the Debtors propose to engage A&M as their Restructuring Advisor in these chapter 11 cases, and they respectfully submit that A&M's retention is in the best interests of the Debtors, their estates and the other parties in interest.

A. A&M's Qualifications

3. A&M, together with its affiliates, is a global leader in the provision of financial advisory services to financially distressed companies. A&M's professionals are experienced and adept at working with management to streamline complex restructurings and prepare companies for reorganization proceedings and complex financial restructurings, both in and out of court. *See e.g., In re DJK Residential LLC*, No. 08-10375 (Bankr. S.D.N.Y. Feb. 26, 2008); *In re Dunmore Homes, Inc.*, No. 08-20569 (Bankr. E.D. Ca. Dec. 20, 2007); *In re Movie Gallery, Inc.*, No. 07-33849 (Bankr. E.D. Va. Oct. 18, 2007); *In re Spiegel, Inc.*, No. 03-11540 (Bankr. S.D.N.Y. Apr. 10, 2003); *In re The Warnaco Group, Inc.*, No. 01-41643 (Bankr. S.D.N.Y. Dec. 13, 2001); *In re Network Plus Corp.*, No. 02-10341 (Bankr. D. Del. July 1, 2002); *In re VecTour, Inc.*, No. 01-10903 (Bankr. D. Del. Feb. 11, 2002); *In re Iridium Operating LLC*, No. 99-45005 (Bankr. S.D.N.Y. Nov. 10, 1999).

B. A&M's Prepetition Services

4. Before the Petition Date, the Debtors engaged A&M to provide restructuring advisory services in preparation for these chapter 11 cases on June 18, 2009. Since the beginning of its engagement, A&M has, among other things, familiarized itself with the Debtors' businesses, advised the Debtors on short-term cash management and coordinated the Debtors' preparation for these chapter 11 cases.

5. As a result of the prepetition work performed on behalf of the Debtors, A&M has developed a significant reserve of institutional knowledge of the Debtors and their businesses and is now intimately familiar with the Debtors' affairs, operations, organizational and capital structure, and other related material information. Accordingly, A&M is uniquely situated to efficiently and effectively serve the Debtors in these chapter 11 cases.

C. Services to Be Provided

6. The Debtors request the employment and retention of A&M to provide restructuring advisory services under the terms of the engagement letter between Citadel and A&M, dated as of June 18, 2009 (the "*Engagement Letter*," a copy of which is attached hereto as **Exhibit C**). Subject to further order of the Court and consistent with the terms of the Engagement Letter, A&M will provide certain consulting services as necessary and requested by the Debtors, including, without limitation, the following:³

- (a) assistance in planning and preparation for a potential chapter 11 bankruptcy filing, including assistance with the preparation of the Debtors' schedules and statements of financial affairs;
- (b) assistance, upon request, with the evaluation of financial restructuring-related issues and with the preparation of related documentation, including, without limitation 13-week cash flow projections, cash collateral projections and debtor-in-possession financing projections as related to a potential chapter 11 filing;
- (c) assistance with preparation of the plan and disclosure statement including, without limitation assistance with preparation of a liquidation analysis;
- (d) assistance with chapter 11 administrative and reporting requirements, including assistance with preparation of monthly operating reports and other chapter 11 reporting requirements;
- (e) assistance with claims management services; and

³ To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

- (f) other activities as are approved by the Debtors or Citadel's Board of Directors and agreed to by A&M.

D. Professional Compensation

7. A&M's decision to advise and assist the Debtors in connection with these chapter 11 cases is conditioned upon its ability to be retained in accordance with A&M's customary terms and conditions of employment, including billing according to A&M's standard hourly rates. As set forth in the Engagement Letter, the hourly billing rates for A&M professionals who may be assigned to this engagement are as follows:⁴

Managing Director	\$650 - \$850
Directors	\$450 - \$650
Associates	\$350 - \$450
Analysts	\$250 - \$350
Claims Management Services	\$250 - \$625

8. Such ranges of rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally.⁵

9. In addition to any fees payable to A&M, the Debtors will reimburse A&M for all reasonable expenses incurred in connection with its services to the Debtors, including, without limitation, the costs of transportation, lodging, meals, telephone, photocopying and messenger services. All charges related to reasonable and necessary expenses will be included in the total amount billed.

10. The hourly rates set forth above are consistent with and typical of arrangements entered into by A&M and comparable firms in connection with the rendering of similar services under similar circumstances. These hourly rates are subject to periodic adjustments to reflect

⁴ The rates above reflect A&M's new rates effective as of January 1, 2010.

⁵ Travel time will only be billed at 50% of the rates set forth in the table above.

market, economic and other conditions. The rates set forth above are set at a level designed to fairly compensate A&M for its work and to cover fixed and routine overhead expenses.

11. The Debtors do not owe A&M any fees for services performed or expenses incurred under the Engagement Letter before the Petition Date. Upon execution of the Engagement Letter, the Debtors remitted a retainer to A&M in the amount of \$200,000. According to A&M's books and records, during the 90 days before the Petition Date, A&M received \$578,211.57 for professional services performed and expenses incurred. The portion of the retainer that remains unused as of the Petition Date, estimated to be approximately \$184,000, will be held until the end of these chapter 11 cases and applied to A&M's finally approved fees in these proceedings.⁶

E. Indemnification

12. As part of the overall compensation payable to A&M under the terms of the Engagement Letter, the Debtors have agreed to certain indemnification obligations, which appear in the agreement attached to the Engagement Letter (the "*Indemnification Agreement*"). The Indemnification Agreement provides that the Debtors will indemnify and hold harmless A&M and its affiliates, directors, officers, partners, members, agents, employees or controlling persons of A&M or any of its affiliates under certain circumstances specified in the Indemnification Agreement.

13. All requests of A&M for payment of indemnity pursuant to the Engagement Letter shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable based upon the circumstances of the litigation or

⁶ A&M does not intend to segregate the retainer balance in a separate account.

settlement in respect of which indemnity is sought. In no event, however, shall A&M be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct. Further, in no event shall A&M be indemnified if the Debtors or a representative of these estates, asserts a claim for, and a court determines by final order that such claim arose out of, A&M's own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

14. The Engagement Letter's reimbursement and indemnification provisions were negotiated by Citadel and A&M at arms'-length and in good faith. Further, the indemnification provisions, viewed in conjunction with the other terms of A&M's proposed retention, are reasonable and in the best interests of the Debtors in light of the fact that the Debtors require A&M's services to successfully restructure. Accordingly, the Debtors request that the Court approve A&M's retention, including the reimbursement and indemnification provisions reflected in the Indemnification Agreement.

F. No Duplication of Services

15. The Debtors intend that the services of A&M will complement, and not duplicate, the services being rendered by other professionals retained in these chapter 11 cases, including Lazard Frères & Co. LLC. A&M understands that the Debtors have retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

G. A&M's Distinterestedness

16. To the best of the Debtors' knowledge, information and belief, other than as set forth in the Kang Declaration, A&M: (a) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United

States Trustee or any person employed in the Office of the United States Trustee; (b) does not hold any interest adverse to the Debtors' estates; and (c) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

17. Accordingly, the Debtors believe that A&M is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

18. In addition, as set forth in the Kang Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

Supporting Authority

19. The Debtors seek approval of the Engagement Letter and Indemnification Agreement contained therein, pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis" 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals, including financial advisors, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d 861, 862 (5th Cir. 1997) (internal citations and emphasis omitted).

20. The Debtors submit that not only is the retention of A&M well within the sound business judgment of Debtors management but it is in the best interests of all parties in interest in these chapter 11 cases. A&M is a top-drawer restructuring advisory firm that is intimately familiar with the Debtors' businesses. Given the Debtors' unfamiliarity with the process of in-court reorganization and the scarcity of available time and human capital among Debtors' personnel, A&M has been integral to preparing the Debtors for these chapter 11 cases. The failure to retain A&M would provoke unnecessary delay and expense to the detriment of all of the parties in interest. As such, the Debtors respectfully request that the Court authorize the retention and employment of A&M as restructuring advisors pursuant to section 328(a) of the Bankruptcy Code.

21. The Debtors respectfully request that A&M's retention be made effective *nunc pro tunc* to the Petition Date, in order for A&M to be compensated for the services it provides before this application is heard by the Court. A&M has agreed to commence providing services to the Debtors in advance of approval of this application in anticipation that its retention would be approved *nunc pro tunc* to the Petition Date. The Debtors submit that these circumstances are of a nature warranting retroactive approval. *In re AroChem Corp.*, 176 F.3d 610, 621 (2d Cir. 1999) (noting that bankruptcy courts have discretion to authorize *nunc pro tunc* approval of professional retentions); *In re Keren*, 189 F.3d 86, 87 (2d. Cir. 1999) (explaining factors to consider in determining whether *nunc pro tunc* approval is appropriate).

Jurisdiction

22. Pursuant to 28 U.S.C. §§ 157 and 1334 and Standing Order M-61 of the United States District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting C.J.), the Court has jurisdiction to consider and grant the relief requested herein. A proceeding

to consider and grant such relief is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

23. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 10-day stay of an order authorizing the use, sale or lease of property under Bankruptcy Rule 6004(h).

Motion Practice

24. This application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this application. Moreover, in addition to all entities otherwise entitled to receive notice, the Debtors have given notice of this application to all entities believed to have or be claiming an interest in the subject matter of the proposed order or who, it is believed, otherwise would be affected by the proposed order. Accordingly, the Debtors submit that this application satisfies Local Rule 9013-1.

Notice

25. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. The Debtors have provided notice of this application to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agent under the Debtors' prepetition secured term loan; (d) the indenture trustees for the Debtors' prepetition 8.0% and original Convertible Subordinated Notes; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; and (g) the Federal Communications Commission. A copy of the application is also available on the website of the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC,

at <http://www.kccllc.net/citadel>. The Debtors respectfully submit that no other or further notice need be provided.

No Prior Request

26. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully entry of an order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtors to employ and retain A&M as restructuring advisor *nunc pro tunc* to the Petition Date and (b) such other and further relief as it deems just and proper.

Dated: January 8, 2010

/s/ Randy L. Taylor

Randy L. Taylor
Senior Vice President and Chief Financial
Officer

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CITADEL BROADCASTING CORPORATION, *et al.*,

Debtors.

)
) Chapter 11
)
) Case No. 09-17442 (BRL)
)
) Jointly Administered
)

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY
AND RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC AS
RESTRUCTURING ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “*Application*”)¹ of the debtors and debtors in possession (collectively, the “*Debtors*”),² for entry of an order authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “*A&M*”) as restructuring advisor *nunc pro tunc* to the Petition Date, all as more fully described in the Application; and the Court having jurisdiction to consider this Application and the relief requested therein in accordance with 28 U.S.C §§ 157

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

² The Debtors in these chapter 11 cases are: Alphabet Acquisition Corporation; Atlanta Radio, LLC; Aviation I, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; Citadel Broadcasting Debtors; Citadel Broadcasting Corporation; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; iBiquity Digital Corporation; International Radio, Inc.; KBAP-KSCS Radio Group, Ltd.; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets LLC; Minneapolis Radio LLC; Network Licenses, LLC; NY License, LLC; NY Radio Assets LLC; NY Radio, LLC; Oklahoma Radio Partners, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; Radio Watermark, Inc.; REACH Media Inc.; San Francisco Radio Assets, LLC; Inc.; San Francisco Radio, LLC; SF License, LLC; WBAP-KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP-KSCS Radio Acquisition, LLC; and WPLJ Radio, LLC. The principal corporate locations of the Debtors are: 142 West 57th Street, 11th Floor, New York, New York 10019; and 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. The service address for all of the Debtors is 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128.

and 1334 and the Standing Order M-61 Referring Bankruptcy Judge for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application being adequate and appropriate under the particular circumstances; and the Court having reviewed the Application and the Declaration of Michael D. Kang in support thereof (the “Kang Declaration”); and a hearing having been held to consider the relief requested in the Application (the “**Hearing**”); and upon the record of the Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors’ estates, their creditors and other parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Application is approved as set forth herein.
2. In accordance with sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1, the Debtors are authorized to employ and retain A&M, and A&M is authorized to perform and be compensated, as restructuring advisor to the Debtors on the terms and conditions set forth in the Application and the Engagement Letter, which are hereby approved, *nunc pro tunc* to the Petition Date.
3. The provisions of Indemnification Letter are approved in their entirety, subject to the following until the earlier of (a) the date that a plan of reorganization is confirmed by final order of this Court or (b) the date that these chapter 11 cases are closed:

- (a) All requests of Indemnified Persons for payment of indemnity, contribution or otherwise pursuant to the indemnification provisions of the Indemnification Letter shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Agreement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the orders of this Court; provided, however, that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim or expense has been finally determined by a court of competent jurisdiction to have resulted from the bad-faith, gross negligence or willful misconduct on the part of that or any other Indemnified Person.
- (b) In no event shall an Indemnified Person be indemnified or receive contribution or other payment under the Indemnification Letter if the Debtors, their estates, or the official committee of unsecured creditors assert a claim for, and the Court determines by final order that such claim arose primarily out of, such Indemnified Person's bad-faith, gross negligence, or willful misconduct.
- (c) In the event A&M seeks reimbursement of its attorneys' fees from the Debtors pursuant to the Indemnification Letter or an Indemnified Person seeks reimbursement of attorneys' fees from the Debtors pursuant to the Indemnification Letter, the invoices and supporting time records from such attorneys shall be included in A&M's own interim and final fee applications, and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of section 330 of the Bankruptcy Code without regard to whether such attorney has been retained under sections 327 and 328(a) of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Until the earliest of (a) the date that a plan of reorganization is confirmed by final order of this Court and (b) the date that these chapter 11 cases are closed, the Court shall be provided invoices (redacted as appropriate) with respect to such attorneys' fees and expenses, and shall have five days to object to such fees and expenses prior to their payment.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Application.

5. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

8. The requirement set forth in Rule 9013-1(b) of the Local Rules that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

9. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Application in these cases, the terms of this Order shall govern.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Date: _____, 2010

Honorable Burton R. Lifland
United States Bankruptcy Judge

EXHIBIT B

Kang Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

)
) Chapter 11
)

CITADEL BROADCASTING CORPORATION, *et al*

) Case No. 09-17442 (BRL)
)

Debtors.

) Jointly Administered
)

**DECLARATION OF MICHAEL D. KANG IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS RESTRUCTURING
ADVISOR TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Michael D. Kang, being duly sworn, hereby depose and say:

1. I am a Managing Director of Alvarez & Marsal North America, LLC (“*A&M*”), whose principal office located at 600 Lexington Avenue, New York, NY 10022. If called and sworn as a witness, I could and would testify competently to the matters set forth herein.¹

2. This Declaration is made in support of the Application for Entry of an Order Authorizing and Approving the Retention of Alvarez & Marsal North America, LLC as restructuring advisor to Citadel Broadcasting Corporation and its affiliated debtors (collectively, the “*Debtors*”),² which has been filed contemporaneously herewith (the “*Application*”).³

¹ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

² The Debtors in these chapter 11 cases are: Alphabet Acquisition Corporation; Atlanta Radio, LLC; Aviation I, LLC; Chicago FM Radio Assets, LLC; Chicago License, LLC; Chicago Radio Assets, LLC; Chicago Radio Holding, LLC; Chicago Radio, LLC; Citadel Broadcasting Company; Citadel Broadcasting Corporation; DC Radio Assets, LLC; DC Radio, LLC; Detroit Radio, LLC; iBiquity Digital Corporation; International Radio, Inc.; KBAP-KSCS Radio Group, Ltd.; KLOS Radio, LLC; KLOS Syndications Assets, LLC; KLOS-FM Radio Assets, LLC; LA License, LLC; LA Radio, LLC; Minneapolis Radio Assets LLC; Minneapolis Radio LLC; Network Licenses, LLC; NY License, LLC; NY Radio Assets LLC; NY Radio, LLC; Oklahoma Radio Partners, LLC; Radio Assets, LLC; Radio License Holding I, LLC; Radio License Holding II, LLC; Radio License Holding III, LLC; Radio License Holding IV, LLC; Radio License Holding V, LLC; Radio License Holding VI, LLC; Radio License Holding VII, LLC; Radio License Holding VIII, LLC; Radio License Holding IX, LLC; Radio License Holding X, LLC; Radio License Holding XI, LLC; Radio License Holding XII, LLC; Radio Networks, LLC; Radio Watermark, Inc.; REACH Media Inc.; San Francisco Radio Assets, LLC; Inc.; San Francisco Radio, LLC; SF License, LLC; WBAP-KSCS Acquisition Partner, LLC; WBAP-KSCS Assets, LLC; WBAP-KSCS Radio Acquisition, LLC; and WPLJ

A. A&M's Qualifications

3. A&M, together with its affiliates (the “**Firm**”), is a global leader in the provision of restructuring advisory services to financially distressed companies. A&M’s professionals are experienced and adept at working with management to streamline complex restructurings and prepare companies for reorganization proceedings and complex financial restructurings, both in and out of court.

B. A&M's Prepetition Services

4. On June 18, 2009, the Debtors engaged A&M to provide restructuring advisory services in preparation for these chapter 11 cases. Since the beginning of its engagement, A&M has, among other things, familiarized itself with the Debtors’ businesses, evaluated the Debtors’ liquidity positions and coordinated the Debtors’ preparation for these chapter 11 cases.

5. As a result of the prepetition work performed on behalf of the Debtors, A&M has developed a significant reserve of institutional knowledge of the Debtors and their business and is now intimately familiar with the Debtors’ affairs, operations, organizational and capital structure, documents and other related material information. Accordingly, A&M is uniquely situated to efficiently and effectively serve the Debtors in these chapter 11 cases.

Radio, LLC. The principal corporate locations of the Debtors are: 142 West 57th Street, 11th Floor, New York, New York 10019; and 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. The service address for all of the Debtors is 7201 W. Lake Mead Blvd., Suite 400, Las Vegas, Nevada 89128. Information regarding the Debtors’ business and the background of these chapter 11 cases can be found in the Declaration of Randy L. Taylor Pursuant to Rule 1007-2 of the Local Rules for the Southern District of New York in Support of First-Day Pleadings (the “**First Day Declaration**”), filed on December 20, 2009, the date the Debtors filed their petitions (the “**Petition Date**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

C. Services to Be Provided

6. I request the employment and retention of A&M to provide restructuring advisory services under the terms of that certain engagement letter between Citadel and A&M, dated as of June 18, 2009 (the “**Engagement Letter**,” a copy of which is attached to the Application as **Exhibit C**). Subject to further order of the Court and consistent with the terms of the Engagement Letter, A&M will provide certain consulting services as necessary and requested by the Debtors, including, without limitation, the following:

- (a) assistance in planning and preparation for a potential chapter 11 bankruptcy filing, including assistance with the preparation of the Debtors’ schedules and statements of financial affairs;
- (b) assistance, upon request, with the evaluation of financial restructuring-related issues and with the preparation of related documentation, including, without limitation 13-week cash flow projections, cash collateral projections and debtor-in-possession financing projections as related to a potential chapter 11 filing;
- (c) assistance with preparation of the plan and disclosure statement including, without limitation assistance with preparation of a liquidation analysis;
- (d) assistance with chapter 11 administrative and reporting requirements, including assistance with preparation of monthly operating reports and other chapter 11 reporting requirements;
- (e) assistance with claims management services; and
- (f) other activities as are approved by the Debtors or Citadel’s Board of Directors and agreed to by A&M.

D. Professional Compensation

7. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable United States Trustee guidelines, and the Local Rules of this Court, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M’s customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the

professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

8. The Debtors do not owe A&M any fees for services performed or expenses incurred under the Engagement Letter before the Petition Date. Upon execution of the Engagement Letter, the Debtors remitted a retainer to A&M in the amount of \$200,000. According to A&M's books and records, during the 90 days before the Petition Date, A&M received \$578,211.57 for professional services performed and expenses incurred. The portion of the retainer that remains unused as of the Petition Date, estimated to be approximately \$184,000, will be held until the end of these chapter 11 cases and applied to A&M's finally approved fees in these proceedings.⁴

9. The Engagement Letter's reimbursement and indemnification provisions were negotiated by A&M at arm's-length and in good faith.

E. No Duplication of Services

10. A&M intends that its services will complement, and not duplicate, the services being rendered for Debtors by other professionals retained in these chapter 11 cases, including Lazard Frères & Co. LLC. A&M understands that the Debtors have retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

F. A&M's Disinterestedness

11. The Firm utilizes certain procedures ("*Firm Procedures*") to determine the Firm's relationships, if any, to parties that may have a connection to a client debtor. In implementing

⁴ A&M does not intend to segregate the retainer balance in a separate account.

the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors, and the Firm's relationship with such parties:

- (a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the "Potential Parties in Interest").⁵ The list of Potential Parties in Interest which A&M reviewed is annexed hereto as Schedule 1. The Potential Parties in Interest reviewed include, among others, the Debtors, prepetition lenders, officers, directors, significant customers and suppliers (not including utilities unless they fell within the Debtors top fifty unsecured creditors), parties holding ownership interests in the Debtors, significant counterparties to material agreements and significant litigation claimants.
- (b) A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm's current and recent clients (the "Client Database"). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or had, a substantial role with regard to the subject matter of the Firm's retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.
- (c) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and either the Potential Parties in Interest or the Debtors, on the other hand,⁶ (ii) any known connections or representation by the respondent and/or the Firm of any of the Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.

⁵ The list of Potential Parties in Interest is expected to be updated during these cases. A&M continues to review the relationships its professionals may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Affidavit if it becomes aware of a relationship that may adversely affect A&M's retention in these cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Rule 2019. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M's retention or otherwise requires disclosure.

⁶ In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates.

- (d) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Affidavit. These connections are listed in **Schedule 2** annexed hereto.

12. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services)⁷ or an equity security holder of the Debtors;
- (b) is not, and has not been, within 2 years before the Petition Date, a director, officer, or employee of the Debtors; and
- (c) does not have an interest materially adverse to the interests of the Debtors' estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

13. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Debtors' chapter 11 cases. To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' chapter 11 cases.

14. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants and financial consultants, who represent claimants and parties in interest in the Debtors' chapter 11 cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which A&M is to be employed, and none are in connection with these cases.

⁷ See paragraph 11 above.

15. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with, the United States Trustee for the Southern District of New York or its employees.

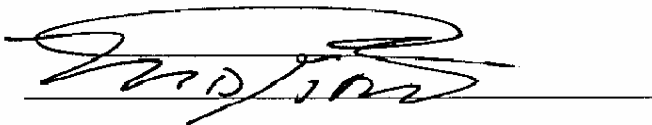
16. Accordingly, to the best of my knowledge, A&M is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

17. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

Pursuant to 28 U.S.C. §1746, I declare under the penalty of perjury that the foregoing is true and correct.

Dated: *DECEMBER 23, 2009*

Alvarez & Marsal North America, LLC

A handwritten signature in black ink, appearing to read "S. J. [unclear]", is written over a horizontal line.

SCHEDULE 1

List of Schedules

Schedule	Category
1(a)	Current and Recent Former Entities Affiliated with the Debtors
1(b)	Current and Recent Former Directors and Officers
1(c)	Significant Contract Counterparties
1(d)	Significant Customers
1(e)	Greater than 5% Equity Holders
1(f)	Indenture Trustees
1(g)	Holders of Bonds and Beneficiaries of Letters of Credit
1(h)	Lease Counterparties
1(i)	Lenders
1(j)	Litigation Parties
1(k)	Professionals
1(l)	Significant Vendors
1(m)	Sureties, Insurers and Obligees
1(n)	Tax Authorities
1(o)	Top Fifty Unsecured Creditors
1(p)	United States Trustee for the Southern District of New York (and Key Staff Members)
1(q)	Utility Providers

SCHEDULE 1(a)

Current and Recent Former Entities Affiliated with the Debtors

222 JV Clear Channel	NY Radio Assets LLC
2L Corp.	NY Radio LLC
Alphabet Acquisition Corp.	Oklahoma Radio Partners LLC
Atlanta Radio LLC	Radio Assets LLC
Aviation I LLC	Radio Disney Network
CG Meridian Entertainment	Radio License Holding I LLC
CG Meridian LLC	Radio License Holding II LLC
Chicago FM Radio Assets LLC	Radio License Holding III LLC
Chicago License LLC	Radio License Holding IV LLC
Chicago Radio Assets LLC	Radio License Holding IX LLC
Chicago Radio Holding LLC	Radio License Holding V LLC
Chicago Radio LLC	Radio License Holding VI LLC
Citadel Broadcasting Co.	Radio License Holding VII LLC
Citadel Broadcasting Corp.	Radio License Holding VIII LLC
DC Radio Assets LLC	Radio License Holding X LLC
DC Radio LLC	Radio License Holding XI LLC
Deer Point Tower Venture LLC	Radio License Holding XII LLC
Detroit Radio LLC	Radio Networks LLC
iBiquity Digital Corp.	Radio Today Entertainment Inc.
Innovative Radio Solutions LLC	Radio Watermark Inc.
International Radio Inc.	REACH Media Inc.
KBAP-KSCS Radio Group Ltd.	San Francisco Radio Assets LLC
KLOS Radio LLC	San Francisco Radio LLC
KLOS Syndications Assets LLC	SF License LLC
KLOS-FM Radio Assets LLC	Shoreview FM Group
LA License LLC	Wasatch Radio LLC
LA Radio LLC	WBAP-KSCS Acquisition Partner LLC
Last Bastion Trust LLC, The	WBAP-KSCS Assets LLC
Minneapolis Radio Assets LLC	WBAP-KSCS Radio Acquisition LLC
Minneapolis Radio LLC	WBAP-KSCS Radio Group Ltd.
Nashville Tower	White Cloud Aviation LLC
Network Licenses LLC	WPLJ Radio LLC
NY License LLC	

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Brown, Katherine
Checketts, David W.
Ellis, Judith A.
Forstmann, J. Anthony
Forstmann, Theodore J.
Freedline, Robert G.
Holmes, Gordon A.
Horbach, Sandra J.
Miles, Michael A.
Orr, Jacquelyn J.
Regan, Michael J.
Reifenheiser, Thomas V.
Rose, Charles P., Jr.
Siegel, Herbert J.
Smith, Wayne T.
Stratford, Patricia
Suleman, Farid
Taylor, Randy L
.

SCHEDULE 1(c)

Significant Contract Counterparties

12 Stops Inc.	KSFO Staff Announcers and Freelance (AFTRA)
260-261 Madison Avenue	KSL Mountain Top
ABC Inc.	Kurt, Alexander
ABC News	Lakepointe West LLC
AFTRA National Code	Learfield Communications Inc.
American Tower Corp.	Liberty Square Inc.
Apex Broadcasting Inc.	LKBOC LLC-11-08 JP Morgan Chase
Arbitron Inc.	Me and Marconi Inc.
Baisden Enterprises	Mericle Properties
Baisden, Michael	NABET
BAL Corporate Aviation LLC	Network Staff Newspersons (AFTRA)
Barnard Co. Inc.	Oak Ridge FM Inc.
Beckmann, Frank	One City Center
Big Boy	Port of San Francisco, Commercial Property Manager
Brooks, Kix	Premiere Radio Networks Inc.
Brzezinski, Mika	Price Development
Buffalo Bills Inc.	R&R Investor Ltd.
C Student Entertainment	Reach Media
Crimson Tide Sports Marketing	REIT Management & Research LLC
CSM Investors Inc.	Richard RB Ellis
Cuzco LLC	Richland Towers Inc.
Disney CORE Services	RK Lowe Revocable Trust
District of Columbia Joint Tower Venture	Scarborough, Job
Emmis Communications Corp.	SES Americom Inc.
Empire State Building Co. LLC	Smith, Paul W.
Forgotten Town LLC	Tennessee Titans
Fourth & Roma Properties Trust	TMP Tiffany Square
Gilbert, Edward F.	Triple Net Properties LLC
Gilbert, Mary Lou	Triple Net-Campau Building Co.
Hanco Ltd.	Vornado Two Penn Plaza LLC
Host Communications	WABC Staff Announcers (AFTRA)
Interstate North Office Park	WABC Staff Newspersons (AFTRA)
ISP-International Sports Properties Inc.	West Coast Regional Code
Jack Diamond Enterprises	Wicks Broadcast Solutions LLC
Jenifer Street LP	WJZW Announcers (AFTRA)
KABC Announcers and Freelance (AFTRA)	WLS Television Inc.
KABC/KLOS office clerical (STDU)	WLS/WZZN Announcers and Newspersons
KGO Staff Announcers and Newspersons (AFTRA)	WMAL and WRQX Announcers and Newspersons
KGO Television Inc.	WPLJ FM Talent Agreement
KLOS Staff Announcers and Freelance (AFTRA)	YSS LLC

SCHEDULE 1(d)

Significant Customers

AT&T Inc.
Brinker International
Charter Communications
Chevron Corp.
Chris Christie for NJ Governor
Comcast Cable
Comcast Corp.
Cox Communications
David Stanley Dodge
Dunkin Donuts
Edelman, Ric
Incentrev Inc.
Joseph A. Bank
JP Morgan Chase
Kroger Co., The
Marketing Architects
McDonald's Corp.
Meijer Inc.
Michelin Tires
Michigan State Lottery
Mutual Fund Store
Mutual Fund Store
National City Corp.
Pepsi Cola
Sandia Resort & Casino
Shane Co.
Sit 'N Sleep Inc.
Six Flags Inc.
Sleepy's
So Cal Toyota
Soaring Eagle Casino
Sprint PCS
Subway
Tennessee Lottery
Time Warner Cable
TI Partnership
Verizon Wireless

SCHEDULE 1(e)

Greater Than 5% Equity Holders

Amalgamated Gadget LP

Forstmann Little & Co. Equity Partnership-VI LP

Forstmann Little & Co. Subordinated Debt and Equity Management Buyout Partnership-VII LP

Forstmann, Theodore J.

Hotchkis & Wiley Capital Management LLC

Wells Fargo & Co.

SCHEDULE 1(f)

Indenture Trustees

HSBC Corporate Trust & Loan Agency
JP Morgan
Wilmington Trust FSB

SCHEDULE 1(g)

Holders of Bonds and Beneficiaries of Letters of Credit

260-261 Madison Avenue LLC
Ace American Insurance Co.
Alabama Power Co.
BAL Corporate Aviation LLC
Bank of America Leasing & Capital
Entergy Arkansas Inc.
Michigan, State of
New York, State of
United States Fire Insurance Co.
Utah, State of

SCHEDULE 1(h)

Lease Counterparties

B&H Investments
CitiCorp Vendor Finance Inc.
De Lage Landen Financial Services
Documation
Gulf Coast Office Products
Pacific Office Automation, Inc.
The Ultimate Software Group, Inc.
Tuscaloosa Toyota

SCHEDULE 1(i)

Lenders

40/86 Advisors Inc.	Ares VIII CLO Ltd.
505 CLO I Ltd.	Ares Vir CLO Ltd.
Acas CLO 2007-1 Ltd.	Ares Vr CLO Ltd.
AIG Annuity Insurance Co.	Ares XI CLO Ltd.
AIG Bank Loan Fund Ltd.	Ares XII CLO Ltd.
AIG Global Investment Corp.	Armstrong Loan Funding Ltd.
AIG Saturn CLO Ltd.	Artus Loan Fund 2007-I Ltd.
AIG-Sunamerica Senior Floating Rate Fund Inc.	Atlantis Funding Ltd.
Aim Floating Rate Fund	Atrium V
Aimco CLO Series 2005-A	Avalon Capital Ltd. 3
Aimco CLO Series 2006-A	Avery Point CLO Ltd.
Airlie CLO 2006-I Ltd.	Avery Street CLO Ltd.
Airlie Opportunity Capital Management LP	Babson Capital Management LLC
Aladdin Capital Management LLC	Babson CLO Ltd. 2004 I
Aladdin Flexible Investment Fund SPC Series 2007-1	Babson CLO Ltd. 2004-II
Allstate Investment Management Co.	Babson CLO Ltd. 2005-I
Allstate Life Insurance Co.	Babson CLO Ltd. 2005-II
Alzette European CLO	Babson CLO Ltd. 2005-III
American Capital Ltd.	Babson CLO Ltd. 2006-1
American International Group Inc.	Babson CLO Ltd. 2006-II
American Money Management Corp.	Babson CLO Ltd. 2007-I
Ameriprise Certificate Co.	Babson CLO Ltd. 2008-I
Ammc CLO III Ltd.	Babson Credit Strategies CLO Ltd.
Ammc CLO IV Ltd.	Baltic Funding LLC
Ammc CLO VI Ltd.	Bank of America NA
Ammc VII Ltd.	Bank of New York Mellon Corp., The
Ammc VIII Ltd.	BDCM Fund Adviser LLC
Apidos Capital Management LLC	Belhurst CLO Ltd.
Apidos CDO II	Black Diamond CLO 2005-1 Ltd.
Apidos CDO III	Black Diamond CLO 2006-1 Cayman Ltd.
Apidos CDO IV	Blackstone Debt Advisors LP
Apidos CDO V	Blue Shield of California
Apidos Cinco CDO	Boston Harbor CLO 2004-1 Ltd.
Apidos Quattro CDO	Callidus Capital Management LLC
Ares Enhanced Ln Inv III Ltd.	Callidus Debt Partners CLO Fund VI Ltd.
Ares Enhanced Loan Investment Strategy Ir Ltd.	Callidus Debt Partners CLO Fund VII Ltd.
Ares III Ivr CLO Ltd.	Calyon
Ares IX CLO Ltd.	Calyon, New York Branch
Ares Management LP	Canaras Capital Management LLC
Ares VII CLO Ltd.	Canaras Summit CLO Ltd.
	Canyon Capital Advisors LLC
	Canyon Capital CLO 2004-1 Ltd.
	Canyon Capital CLO 2006-1 Ltd.

Canyon Capital CLO 2007-1 Ltd.
 Capitalsource Bank
 Castle Hill III CLO Ltd.
 Castle Hill II-Ingots Ltd.
 Castle Hill I-Ingots Ltd.
 Caywood-Scholl Cap Management LLC
 Celts CLO 2007-1 Ltd.
 Cent CDO 10 Ltd.
 Cent CDO 15 Ltd.
 Cent CDO XI Ltd.
 Centaurus Loan Trust
 Centurion CDO 8 Ltd.
 Centurion CDO 9 Ltd.
 Centurion CDO VI Ltd.
 Centurion CDO VII Ltd.
 Champlain CLO Ltd.
 Chatham Light II CLO Ltd.
 Chelsea Park CLO Ltd.
 Churchill Pacific Asset Management LLC
 CIFIC Funding 2007-III
 Cit Asset Management LLC
 Cit Group/Equipment Financing Inc.
 Citigroup Alternative Investments LLC
 Clydesdale CLO 2003 Ltd.
 Clydesdale CLO 2004 Ltd.
 Clydesdale CLO 2005 Ltd.
 Clydesdale CLO 2006 Ltd.
 Clydesdale CLO 2007-1 Ltd.
 Clydesdale Strategic CLO I Ltd.
 CM Life Insurance Co.
 Coa Caerus CLO Ltd.
 Cole Brook CBNA Loan Funding LLC
 Columbus Nova Credit Investments
 Management LLC
 Columbusnova CLO IV Ltd. 2007 II
 Columbusnova CLO Ltd. 2006-1
 Columbusnova CLO Ltd. 2006-II
 Columbusnova CLO Ltd. 2007-1
 Commercial Industrial Finance Corp.
 Confluent 2 Ltd.
 Contrarian Capital Management LLC
 Contrarian Funds LLC
 Cornerstone CLO Ltd.
 Credit Agricole SA
 Credit Industriel et Commercial
 Credit Lyonnais, New York Branch

Credit Suisse Asset Management
 Credit Suisse Group AG
 Credit Suisse, Cayman Islands Branch
 Csam Funding III
 Csam Funding IV
 Cypressstree Investment Management Co.
 Inc.
 DC Funding Partners LLC
 Del Mar CLO I Ltd.
 Denali Capital CLO V Ltd.
 Denali Capital CLO VI Ltd.
 Denali Capital CLO VII Ltd.
 Deutsche Bank AG
 Deutsche Bank AG, Cayman Islands Branch
 Deutsche Bank Trust Co. Americas
 DiMaio Ahmad Capital LLC
 Diversified Credit Portfolio Ltd.
 Dryden VIII-Leveraged Loan CDO 2005
 Dryden XI-Leveraged Loan CDO 2006
 Dryden XVI-Leveraged Loan CDO 206
 Dryden XXI Leveraged Loan CDO Llc
 Duane Street CLO 1 Ltd.
 Duane Street CLO II Ltd.
 Duane Street CLO III Ltd.
 Duane Street CLO IV Ltd.
 Duane Street CLO V Ltd.
 Eagle Creek CLO Ltd.
 Eaton Vance CDO IX Ltd.
 Eaton Vance CDO VIII Ltd.
 Eaton Vance Floating Rate Income Trust
 Eaton Vance Grayson & Co.
 Eaton Vance Institutional Senior Loan Fund
 Eaton Vance Loan Opportunities Fund Ltd.
 Eaton Vance Management
 Eaton Vance Medallion Floating Rate
 Income Portfolio
 Eaton Vance Senior Debt Portfolio
 Eaton Vance Senior Floating Rate Trust
 Eaton Vance Variable Trust Floating Rate
 Income Fund
 Emerson Place CLO Ltd.
 Essex Park CDO Ltd.
 Fall Creek CLO Ltd.
 Feingold O'Keeffe Capital LLC
 Fidelity Advisor Series I-Advisor Floating
 Rate High Income Fund

Fidelity Investments
 First Trust Four Corners Senior Floatingrate
 Income Fund II
 First Trust/Four Corners Senior Floatingrate
 Income Fund
 Firstlight Financial Corp.
 Firstlight Funding I Ltd.
 Four Corners Capital Management LLC
 Four Corners CLO 2005-I Ltd.
 Four Corners CLO II Ltd.
 Foxe Basin CLO 2003 Ltd.
 Franklin Advisers Inc.
 Franklin CLO V Ltd.
 Franklin CLO VI Ltd.
 Franklin Floating Rate Daily Access Fund
 Franklin Floating Rate Master Series
 Franklin Total Return Fund
 Fraser Sullivan Investment Management
 LLC
 Galaxy CLO 2003-1 Ltd.
 Galaxy IV CLO Ltd.
 Galaxy V CLO Ltd.
 Galaxy VI CLO Ltd.
 Galaxy VII CLO Ltd.
 Galaxy VIII CLO Ltd.
 Galaxy X CLO Ltd.
 Gannett Peak CLO I Ltd.
 GE Business Financial Service
 General Electric Capital Corp.
 Genesis CLO 2007-1 Ltd.
 Goldman Sachs Asset Management LP
 Goldman Sachs Credit Partners LP
 Goldman Sachs Group Inc., The
 Goldman Sachs-Abs Loans 2007 Ltd.
 Golub Capital Funding Clo-8 Ltd.
 Golub Capital Management CLO 2007-1
 Ltd.
 Golub Capital Management LLC
 Grand Central Asset Trust Cameron I Ser
 Ies
 Grand Central Asset Trust Pfv Series
 Granite Ventures I Ltd.
 Granite Ventures II Ltd.
 Granite Ventures III Ltd.
 Grant Grove CLO Ltd.
 Great American Insurance Co.

Great American Life Insurance Co.
 Green Island CBNA Loan Funding LLC
 Greyrock CDO Ltd.
 GSC Group Inc.
 Gsc Partners CDO Fund V Ltd.
 Gsc Partners CDO Fund VI Ltd.
 Gsc Partners CDO Fund VIII Ltd.
 Gsc Partners Gemini Fund Ltd.
 GSO Capital Partners LP
 Hamlet II Ltd.
 Harbourview CLO 2006-1
 Hartford Floating Rate Fund, The
 Hartford Investment Management Co.
 Hewett S Island CLO VII Ltd.
 Hillmark Capital Management LP
 Hudson Canyon Funding II Subsidiary
 Holding Co. II Llc
 Ing Capital LLC
 Ing Corporate Opportunities Segregated
 Portfolio
 Ing Gis Distressed Fund Spc
 Ing International II -Senior Bank Loaneuro
 Ing Investment Management CLO I Ltd.
 Ing Investment Management CLO III Ltd.
 Ing Investment Management CLO Iv Ltd.
 Ing Investment Management CLO V Ltd.
 Ing Investment Management LLC
 Ing Investments LLC
 Ing Prime Rate Trust
 Ing Senior Income Fund
 Invesco Institutional NA Inc.
 Inwood Park CDO Ltd.
 Jefferies Capital Management Inc.
 Jersey Street CLO Ltd.
 JP Morgan Investment Management Inc.
 JP Morgan Whitefriars Inc.
 Jpmcb-Secondary Loan And Distressed
 Credit Trading
 Jpmim-Louisiana State Employees
 Retirement System
 Jpmorgan Bank
 Jpmorgan Chase Bank NA
 Katonah 2007-I CLO Ltd.
 Katonah Debt Advisors LLC
 Katonah III Ltd.
 Katonah IV Ltd.

Katonah V Ltd.
 Katonah VII Ltd.
 Katonah VIII CLO Ltd.
 Katonah X CLO Ltd.
 Kingsland Capital Management LLC
 Kingsland I Ltd.
 Kingsland II Ltd.
 Kingsland III Ltd.
 Kingsland IV Ltd.
 Kingsland V Ltd.
 KKR Financial CLO 2007-1 Ltd.
 KKR Financial Corp.
 Landmark III CDO Ltd.
 Landmark IV CDO Ltd.
 Landmark IX CDO Ltd.
 Landmark V CDO Ltd.
 Landmark VI CDO Ltd.
 Landmark VII CDO Ltd.
 Latitude CLO I
 Latitude CLO II Ltd.
 Latitude CLO III Ltd.
 Lcm I LP
 Lcm II LP
 Lcm III Ltd.
 Lcm IV Ltd.
 Lcm V Ltd.
 Lcm VI Ltd.
 Legg Mason Partners Corporate Loan Fund Inc.
 Lehman Brothers Asset Management LLC
 Lightpoint CLO III Ltd.
 Lightpoint CLO VIII Ltd.
 Limerock CLO I
 Loan Funding IX LLC
 Loan Funding VI LLC
 Loan Funding XI LLC
 Loyalis Schade NV
 Lufkin Advisors LLC
 Lyon Capital Management
 Madison Park Funding II Ltd.
 Madison Park Funding V Ltd.
 Maplewood Cayman Ltd.
 Marlborough Street CLO Ltd.
 Massachusetts Financial Services Co.
 Massachusetts Mutual Life Insurance Co.
 McDonnell Investment Management LLC

McDonnell-Illinois State Board of Investment
 Merrill Lynch & Co. Inc.
 Merrill Lynch Capital Corp.
 Mizuho Corporate Bank Ltd.
 MJX Asset Management LLC
 Mjx Venture IV CDO Ltd.
 Monument Park CDO Ltd.
 Moselle CLO SA
 Mt Wilson CLO II Ltd.
 Mt Wilson CLO Ltd.
 Muir Grove CLO Ltd.
 Nacm CLO Ii
 Nash Point CLO
 Nautique Funding Ltd.
 Navigare Funding III CLO Ltd.
 Navigare Partners LLC
 Ncm Fsim 2008-1 LLC
 New York Life Investment Management
 Nicholas-Applegate Capital Management LLC
 Nomura Bond & Loan Fund
 Nomura Corporate Research & Asset Management Inc.
 Nomura-Ncram Loan Trust
 Norinchukin Bank, The
 Norinchukin Bank-New York
 Normura-Ncram Senior Loan Trust 2005
 Ntcc Multi-Advisor Funds-High Yield Fund-Stone Harbor Investment Partners LP
 Nuveen Multi-Strategy Income And Growth Fund
 Nuveen Multi-Strategy Income and Growth Fund 2
 Nuveen Senior Income Fund
 Ocean Trails CLO I
 Octagon Credit Investors LLC
 Octagon Investment Partners Vii Ltd. Series 2004-7x Class B2I
 Octagon Investment Partners VIII Ltd.
 Olympic CLO I Ltd.
 Oppenheimer Master Loan Fund LLC
 Oppenheimer Senior Floating Rate Fund
 Oppenheimer Funds Inc.
 Ore Hill Partners LLC
 Pacific Investment Management Co.

Pacific Life Insurance Co.
 Pangaea Asset Management LLC
 Par IV Capital Management LLC
 Petrusse European CLO SA
 Potential CLO I Ltd.
 Primus Asset Management Inc.
 Primus CLO I Ltd.
 Primus CLO II Ltd.
 Princeton Advisory Group Inc.
 Prospect Park CDO Ltd.
 Prudential Investment Management Inc.
 Putah8-Interpolis Pensioen Global High
 Yield Pool
 Putnam 14-High Yield Trust
 Putnam 29x-Funds Trust Floating Rate
 Income Fund
 Putnam 60-High Yield Advantage Fund
 Putnam 67-Putnam Variable Trust-Putnam
 Vt High Yield Fund
 Putnam 73-Premier Income Trust
 Putnam 74-Master Intermediate Income
 Trust
 Putnam 75-Diversified Income Trust
 Putnam 961-Variable Trust Diversified
 Income Fund
 Putnam Advisory Co. LLC
 Putnam Diversified Income Trust Cayman
 Master Fund
 Putnam Investment Management LLC
 R2 Top Hat Ltd.
 Race Point II CLO
 Race Point III CLO
 Race Point IV CLO Ltd.
 Regatta Funding Ltd.
 Riverside Park CLO Ltd.
 Riversource 106 Bond Series Inc.-Floating
 Rate Fund
 Riversource Cent CDO 12 Ltd.
 Riversource Cent CDO 14 Ltd.
 Riversource Investments LLC
 Riversource Strategic Income Allocation
 Fund
 Rosedale CLO Ltd.
 Royal Bank of Scotland Plc
 Royal Bank of Scotland Plc, New York
 Branch

Sagamore CLO Ltd.
 San Francisco City & County Employees
 Retirement System
 San Gabriel CLO I Ltd.
 Sandler Capital Management
 Sandler Capital Structure Opportunities
 Master Fund Ltd.
 Sankaty Credit Opportunities IV LP
 Sankaty Credit Opportunities Offshore
 Master IV LP
 Sankaty High Yield Partners II LP
 Sankaty High Yield Partners III LP
 Sankaty-Future Fund Board of Guardians
 Sankaty-Future Fund Board of Guardians
 Sapphire Valley CDO I Ltd.
 Saratoga CLO I Ltd.
 Sargas CLO I Ltd.
 Scepter Holdings Inc.
 Scotia Capital Inc.
 Scotiabank Ireland Ltd.
 Sf-3 Segregated Portfolio
 Sfr Ltd.
 Shasta CLO I Ltd.
 Shenkman Capital Management Inc.
 Shenkman-Cuna Mutual Insurance Society
 Sierra CLO II Ltd.
 Silverado CLO 2006-I Ltd.
 Silverado CLO 2006-Ii Ltd.
 Sovereign Bank
 Sss Funding II LLC
 Stanfield Capital Partners LLC
 Stanfield Vantage CLO Ltd.
 Stanfield Veyron CLO Ltd.
 Stone Harbor High Yield Bond Fund
 Stone Harbor Investment Funds-High
 Yieldbond Fund
 Stone Harbor Investment Partners LP
 Stone Harbor Investment Partners-Hugheson
 Ltd.
 Stone Harbor Leveraged Loan Portfolio
 Stone Harbor Libor Plus Total Return Fund
 Stone Harbor-Commonwealth of
 Pennsylvania State Employees Retirement
 Stone Harbor-Libra Global Ltd.
 Stone Harbor-Municipal Employees
 Retirement System of Michigan

Stone Harbor-National Elevator Industry
 Pension Plan
 Stone Harbor-San Joaquin County Emp Ret
 Assoc
 Stone Harbor-Sterling Core Plus Bond Fund
 Stone Harbor-Ubs Uk Pension and Life
 Assurance Scheme
 Stone Harbor-Wallace H Coulter Foundation
 Stone Tower CDO II Ltd.
 Stone Tower CDO Ltd. Bsc Migr
 Stone Tower CLO III Ltd.
 Stone Tower CLO IV Ltd.
 Stone Tower CLO V Ltd.
 Stone Tower CLO VI Ltd.
 Stone Tower CLO VII Ltd.
 Stone Tower Debt Advisors LLC
 Stoney Lane Funding I Ltd.
 Sumitomo Mitsui Banking Corp.
 Sumitomo Mitsui Banking Corp., New York
 Summit Lake CLO Ltd.
 SunTrust Bank
 Symphony Asset Management LLC
 Symphony CLO I Ltd.
 Symphony CLO III Ltd.
 Symphony CLO IV Ltd.
 Symphony CLO V Ltd.
 Symphony CLO VI Ltd.
 Tall Tree Investment Management LLC
 Temp11520-Fts Ii F Franklin Floating Rate
 II Fund
 Tralee CDO I Ltd.
 Tribeca Park CLO Ltd.
 Trimaran Advisors LLC
 Trimaran CLO IV Ltd.
 Trimaran CLO V Ltd.
 Trimaran CLO VI Ltd.
 Trimaran CLO VII Ltd.
 Trs Babson I LLC
 Union Square CDO Ltd.
 Van Kampen Asset Management
 Van Kampen Senior Income Trust
 Van Kampen Senior Loan Fund
 Veer Cash Flow CLO Ltd.

Venture II CDO 2002 Ltd.
 Venture III CDO Ltd.
 Venture IX CDO Ltd.
 Venture V CDO Ltd.
 Venture VI CDO Ltd.
 Venture VII CDO Ltd.
 Venture VIII CDO Ltd.
 Victoria Court CBNA Loan Funding LLC
 Vinacasa CLO Ltd.
 Vista Leveraged Income Fund
 Wachovia Bank NA
 Wamco 2357-Legg Mason Partners Capital
 and Income Fund
 Wamco 3073-John Hancock Trust Floating
 Rate Income Trust
 Wamco 3074-John Hancock Fund II-
 Floating Rate Income Fund
 Wamco 984-Western Asset Funds Inc. Core
 Plus Bond Portfolio
 Wamco Ltd. A/C 2592
 Wamco Western Asset Floating Rate High
 Income Fund LLC
 Wasatch CLO Ltd.
 Wells and Co. Master Pension Trust
 Wells Capital Management Inc.
 Wells Capital Management-12222133
 Wells Capital Management-16959700
 Wells Capital Management-16959701
 Wells-13702900
 West Gate Horizons Advisors LLC
 Western Asset Management Co.
 WestLB AG, New York Branch
 Wg Horizons CLO I
 Whitehorse Capital Partners LP
 Whitehorse II Ltd.
 Whitehorse III Ltd.
 Whitehorse IV Ltd.
 Whitehorse V Ltd.
 Whitney CLO I Ltd.
 Wind River CLO I Ltd.
 Wind River CLO II-Tate Investors Ltd.
 Yorkville CBNA Loan Funding LLC

SCHEDULE 1(j)

Litigation Parties

ABC News	Haskew, Jerre
Acacia Media Technologies Inc.	Hilton, Heather
Aldav LLC	Hogg, Ian
American Broadcasting Cos. Inc.	In-Hand Productions Inc.
Banks, Doug	Kevorkian, Tracy
Beneficial Mortgage Co. of Connecticut	Kourkounis, Kiley
Bergson Tire Co. Inc.	Marshall, Robin
Bowe, Aleca	McClinton, Valerie
Brown, Ewing	McKoy, J. Michael
Brown, Jeanne	MRS Cleaning Co.
Burkes, Jeanette	NABET
Capstar Radio Operating Co.	National Association of Broadcast
Chase Bank USA, N.A.	Employees and Technicians
Church, Terri	New York State Attorney General
Clear Channel	New York State Department of Labor
Clear Channel	NYSE Regulation
Clear Channel	Plinke, Terry
CloudTrigger	Prentiss, Kimberly
Club "W" Inc.	Robinson, James
Colorofchange.org	Rodriques, Anthony
Comerford, William M.	Rucker, James
Cook, Linda	Ryan, Marty G.
Crowley, Bob	Salesforce.com Inc.
DePetrillo, Thomas	Stanley Steemer International Inc.
Dolan, John Mitchell	Thomas, Tracy
Douglas, Calvin	Turner, George M.
FDB Family Trust	US Department of Labor, Office of Federal
Galeyan, Mary	Contract Compliance
Gelb, Robert	Visser, Donovan
Gigliotti, Richard	Walt Disney Co., The
Gomes, Bonnie	Yaegle, Lisa
Hamstra, Carol	Zevetchin, Davide G.
Haskew Co., The	Zevetchin, Kimberley J.

SCHEDULE 1(k)

Professionals

Alvarez & Marsal Inc.
Anthony Ostlund Baer & Louwagie PA
Credit Suisse Securites (USA) LLC
Deloitte & Touche
FTI Consulting Inc.
Hogan & Hartson LLP
Lazard Freres
Simpson Thacher & Bartlett MNP LLP
Stroock & Stroock & Lavan LLP

SCHEDULE 1(I)

Significant Vendors

AFTRA Health & Retirement Fund	Fourth & Roma Properties Trust
Alabama Power Co.	Franchise Tax Board
American Broadcasting Co.	FTI Consulting Inc.
American Express	GAC
American Express Purchase	Girgner Inc.
American Express T&E	Hannity, Sean
American Tower Corp.	Hicks Sports Group LLC
Ando Media LLC	Host Communications Inc.
Aon Risk Services Inc. of Florida	ICBC Corp.
Arbitron Inc.	Img Communications Inc.
ASCAP	Internal Revenue Service
Associated Press, The	Interstate North Office Park LP
AT&T	Jack Diamond Enterprises Inc.
Baisden Enterprises Inc.	Jenifer Street LP
Barnard & Co.	Katz Media Corp.
BMI Radio	KGO TV Inc.
Broadcast Music Inc.	Leventhal Senter & Lerman PLLC
Broadridge	Levin, Mark
Brookhollow II LP	Limelight Networks Inc.
Buffalo Bills Inc.	Los Angeles Dodgers LLC
C Student Entertainment	Marktron Broadcast Solutions LLC
Cananwill Inc.	Mediaspan FMW Inc.
CB Richard Ellis/Carmody LLC	Mellon Investor Services LLC
CBS Radio Corp.	Metlife Inc.
CBS Radio Inc.	Michigan Department of Treasury
CBS/Infinity	Michigan, State Of
Cglic Bloomfield Easc	Millennium Radio Group
Chisholm Trail Broadcasting	Minnesota Revenue
City Center West	Montgomery County (MD)
Csm Investors Inc.	National Grid PLC
Cumulus Broadcasting LLC	New Mexico Taxation and Revenue
Dell Marketing LP	Department
Deloitte & Touche LLP	Nielsen Broadcast Data Systems
Dewey & Leboeuf LLP	Oak Ridge FM Inc.
DMR	Office Depot
Empire State Building Co.	Penguardia Productions Inc.
Entertainment Communications Network	Premiere Radio Networks
Inc.	Quest Business Solutions
Entravision Communications Corp.	Qwest
ESPN Inc.	Reach Media Inc.
Federal Communications Commission	SES Americom
FK South LLC	Sesac Inc.
Forgotten Town LLC	Soundexchange Inc.

Spanish Broadcasting System
Symetra Life Insurance Co.
Tennessee Titans
Verizon
Verizon Business
VII 444 Madison Lessee LLC

Vornado 2 Penn Plaza
Wenken Inc.
WGN Continental Broadcasting Co.
WLS-TV Inc.
YSS LLC AFTRA Health & Retirement
Fund

SCHEDULE 1(m)

Sureties, Insurers and Obligees

ACE American Insurance Co.
Axis Insurance Co.
Beazley Insurance Co. Inc.
Continental Casualty Co.
Federal Insurance Co.
Great American Insurance Co. of New York
Illinois National Insurance Co.
Insurance Group of the State of Pennsylvania, The
Lexington Insurance Co.
National Union Fire Insurance Co.
St. Paul Fire Marine Insurance Co.
Travelers Insurance Co. Ltd.
Tudor Insurance Co.
XL Insurance Co. Ltd.

SCHEDULE 1(n)

Tax Authorities

Ada County Assessor (ID)	Charleston County Treasurer (SC)
Ada County Treasurer (ID)	Chattanooga, City of
Alabama Department of Revenue	Chelsea, Town of (ME)
Alabama, State of	Chicago City Clerk
Albuquerque, City of	Chicago Department of Revenue, City of
Ames, John R., as Dallas County Tax	Chicago, City of (IL)
Assessor (TX)	Childs, David as Dallas County Tax
Arizona Department of Economic Security	Assessor Collector (TX)
Arizona Department of Revenue	Cleveland County Treasurer (OK)
Arizona Secretary of State	Cobb County Tax Commissioner (GA)
Arkansas Employment Security Department	Cochrane, Peyton C., as Tuscaloosa County
Arkansas, State of	Tax Collector (AL)
Arlington, City of (TX)	Colorado Department of Revenue
Augusta, City of (ME)	Colorado Department of Treasury
Baker, City of (LA)	Colorado Springs, City of (CO)
Barrington, Town of (NH)	Connecticut, State of
Baton Rouge, City of	Cook County Department of Revenue (IL)
Berks Earned Income Tax Bureau	Cranston, City of (RI)
Bernalillo County Treasurer (NM)	Cumberland Valley School District (PA)
Bethlehem, City of (PA)	Dakota County PT&R (MN)
Birmingham, City of (AL)	Dekalb County Tax Commissioner (GA)
Boise County Tax Collector (ID)	Delaware Secretary of State
Boise Utility Billing, City of (ID)	Delhi Charter Township (MI)
Broome County Clerks Office (NY)	Desoto County Tax Collector (MS)
Brown, Jeff, as Tuscaloosa County MV	Detroit Treasurer, City of (MI)
License Commissioner (AL)	DeWitt, Town of (NY)
Buena Vista Township Treasurer (MI)	Dover, City of (NH)
Buffalo, City of (NY)	Dunn, Grover, as Jefferson County Assistant
Burton, City of (MI)	Tax Collector (AL)
Cairns, Robert C., as South Middleton	East Providence, City of (RI)
Township Tax Collector (PA)	El Paso County Clerk/Recorder (CO)
California Corporate Services	El Paso County Treasurer (CO)
California DMV Renewal	Eliot, Town of (ME)
California Employment Development	Ephrata Area School District (PA)
Department	Erie County Tax (NY)
California Franchise Tax Board	Fairhaven, Town of (MA)
California State Board of Equalization	Flint, Charter Township of (MI)
Cambridge, City of (MN)	Florida Department of Revenue
Cannon Township (MI)	Fruitland Township (MI)
Capital Tax Collection Bureau	Georgia Department of Labor
Cayce, City of (SC)	Georgia Department of Revenue
Cedar Creek Township (MI)	Georgia Office of Secretary of State
Charleston County (SC)	Gilford Township Treasurer (MI)

Grand Rapids, City of (MI)
 Greater Merced Chamber of Commerce
 Greene Township Tax Collector (PA)
 Groton, Town of (CT)
 Hale County, Tax Collector of (AL)
 Hall County Tax Commissioner (GA)
 Hamilton County Clerk (TN)
 Hamilton County Trustee (TN)
 Henry County REMC (IN)
 Henry County Treasurer (IN)
 Homewood, City of (AL)
 Howard County Treasurer (IN)
 Hulsey, Travis A., as Jefferson County
 Director of Revenue (AL)
 Idaho Secretary of State
 Idaho State Tax Commission
 Illinois Department of Employment Security
 Illinois Department of Revenue
 Illinois Secretary of State
 Indiana Bureau of Motor Vehicles
 Indiana Department of Revenue
 Indiana Worker Training Fund
 Indiana, State of
 Internal Revenue Service
 Iowa Department of Revenue
 Iowa State Treasurer
 Isanti County Treasurer (MN)
 Jefferson County Department of Revenue
 (AL)
 Jefferson County Tax Collector (AR)
 Johnston, Town of (RI)
 Kingfisher County Treasurer (OK)
 Knox County Clerk (TN)
 Knoxville, City of (TN)
 Kochville, Township of (MI)
 Kokomo Wastewater Utility, City of (IN)
 Kokomo, City of (IN)
 Lafayette Economic Development Authority
 (LA)
 Lafayette Parish School Board
 Lafayette Parish Tax Collector
 Lancaster County Tax Collection Bureau
 (PA)
 Lancaster County Treasurer (PA)
 Lansing, City of (MI)
 Lehigh, County of (PA)

Lexington Treasurer, County of (SC)
 Little Rock, City of (AR)
 Livingston Parish Tax Collector (LA)
 Lodi, Borough of (NJ)
 Long, Nelson H., as Berks County Treasurer
 (PA)
 Lonoke County Tax Collector (AR)
 Los Angeles County Tax Collector
 Los Angeles, County of (CA)
 Loudon County Trustee (TN)
 Louisiana Department of Revenue
 Louisiana Secretary of State
 Louisiana, State of
 Luba, Mildred, as Hanover Township Tax
 Collector (PA)
 Maine State Treasurer
 Maine, State of
 Manheim Township Commissioners (PA)
 Manheim Township School District (PA)
 Mansfield, City of (TX)
 Mariposa County Tax Collector (CA)
 Mars Hill, Town of (ME)
 Maryland Department of Assessment &
 Taxation
 Massachusetts Department of Revenue
 Massachusetts Registry of Motor Vehicles
 Mattila, Paul, as Shelby County Trustee
 (TN)
 Memphis, City of (TN)
 Michigan Collection Division, State of
 Michigan Department of State
 Michigan Department of Treasury
 Michigan, State of
 Miller, George L., Trustee
 Minnesota Unemployment Insurance
 Modesto, City of (CA)
 Montgomery County (MD)
 Montville, Town of (CT)
 Mount Forest Township Treasurer (MI)
 Mount Joy Township Authority (PA)
 Muskegon Heights, City of (MI)
 Nevada Department of Taxation
 Nevada Secretary of State
 Nevada, State of
 New Hampshire State Treasurer
 New Hampshire, State of

New Jersey State Treasurer
 New London, City of (CT)
 New Mexico Lottery Authority
 New Mexico Motor Vehicle Division
 New Mexico Office of The Secretary of State
 New Mexico Taxation & Revenue Department
 New Mexico, State of
 New Orleans Parks & Parkways, City of
 New Orleans, City of
 New York Commissioner of Finance
 New York Commissioner of Motor Vehicles
 New York Department of State
 New York State Assessment Receivables
 New York State Comptroller
 New York State Corporation Tax
 New York State Department of Labor
 New York State Department of Motor Vehicles
 New York State Department of State
 New York State Department of Taxation & Finance
 New York State Sales Tax
 New York State Unemployment Insurance
 New York, State of
 Newton Real Estate & Property Tax Service
 Norman, City of (OK)
 North Kingstown, Town of (RI)
 North Little Rock, City of (AR)
 Northport, City of (AL)
 Oakland Business Tax (CA)
 Oklahoma City, City of (OK)
 Oklahoma County Treasurer (OK)
 Oklahoma Employment Security Commission
 Oklahoma Tax Commission
 Orleans Parish Criminal Sherrif's Office
 Pennsylvania Department of Revenue
 Pennsylvania, Commonwealth of
 Pickens County Appraisal Department (AL)
 Pima County Assessor (AZ)
 Pima County Treasurer (AZ)
 Plaquemine Parish Sheriff & Ex-Officio Tax Collector
 Polk County Treasurer (IA)

Pompey, Town of (NY)
 Portland, City of (ME)
 Portsmouth, Town of (RI)
 Presque Isle, City of (ME)
 Pulaski County Treasurer (AR)
 Randall, Lorraine, as Madison County Tax Collector (NY)
 Raymond, Town of (ME)
 Reading, City of (PA)
 Reno, City of (NV)
 Rhode Island & Providence Plantations, State of
 Rhode Island Department of Labor & Training
 Rhode Island Division of Taxation, State of
 Rhode Island General Treasurer
 Rhode Island Secretary of State
 Saint Landry Parish Sheriff
 Saint Martin Parish Sheriff's Office
 Saline County Collector (AR)
 Salisbury Township (PA)
 Salt Lake County Assessor
 Salt Lake County Treasurer
 San Francisco Sheriff Civil Section
 San Francisco Tax Collector
 San Joaquin County Tax Collector (CA)
 Santa Fe County Treasurer (NM)
 Santa Fe, City of (NM)
 Seabrook, Town of (NH)
 Seekonk, Town of (MA)
 Sevier County Trustees Office (TN)
 Shelby County Clerk (TN)
 Smallwood, J.T., as Jefferson County Tax Collector (AL)
 South Carolina State Treasurer's Office
 South Carolina, State of
 South Middleton Township (PA)
 South Salt Lake, City of
 Springfield, City of (IL)
 St. Bernard Parish (LA)
 St. James, Parish of (LA)
 Stanislaus County Superior Court (CA)
 Stanislaus County Treasurer (CA)
 State Record, The (NC)
 Stockton Record, The (CA)
 Stockton, City of (CA)

Sullivan County Trustee (TN)
Summit County Clerk of Courts (OH)
Summit County Treasurer (UT)
Summit Township Tax Collector (PA)
Summit Township Water Authority (PA)
Susquehanna Valley Central School District (NY)
Syracuse, City of (NY)
Tennessee Department of Labor & Workforce Development
Tennessee Department of Revenue
Tennessee Secretary of State
Tennessee, State of
Texas Department of Licensing & Regulation
Texas Department of Public Safety
Texas Department of State Health Services
Texas State Comptroller
Texas Workforce Commission
Tohono O'Odham Gaming Authority
Tooele County Assessors Office (UT)
Tucson Utility Services, City of (AZ)
Tucson, City of
Tuolumne County Tax Collector (CA)
Tuscaloosa County Special Tax Board (AL)
Tuscaloosa, City of (AL)

United States Treasury
Utah County Treasurer
Utah State Tax Commission
Utah, State of
Vasta, Victor J., as DeWitt County Receiver of Taxes (NY)
Vergennes Township (MI)
Virginia Department of Taxation
Walton County Tax Commissioner (GA)
Washington County Clerk (TN)
Washington DC Department of Motor Vehicles
Washington DC Treasurer
Washington State Department of Revenue
Washoe County Treasurer (NV)
West Baton Rouge Tax Collector
West Warwick, Town of (RI)
Westerly Fire District (RI)
Westerly, Town of (RI)
White, Donald R., as Alameda County Tax Collector (CA)
Winslow, Town of (ME)
Worcester, City of (MA)
Zeeland Charter Township (MI)

SCHEDULE 1(o)

Top Fifty Unsecured Creditors

201 St Charles Place LLC	Marketron Broadcast Solutions
Andomedia LLC	Mcvay Media
ASCAP	Mediaspan
Associated Press	Miller Kaplan Arase & Co LLP
AT&T	Nashville Tower
Austin Insulators Inc	Network Hardware Resale LLC
Broadcast Music Inc	Nielsen Broadcast Data Systems
C Student Entertainment	Paradigm Talent Agency
Canvas Systems LLC	Press Association Inc
Chicago Scenic Studios	Rachal Construction
City Electric Supply	Radio Advertising Bureau Inc
Double Take Promotional Products	Rdp Technical Services
Enticent Inc	Rocky Mountain Erection Co Inc
ESPN Inc	Ropes & Gray LLP
First Flash Line	Ses Americom
Gootee Construction Inc	Shoreview Fm Group
Greater Flint Building Services LLC	Sierra Automated Systems & Eng
HSBC Corporate Trust and Loan Agency	Sound Check Inc
Interparking	Soundexchange Inc
John Mitch Dolan	The Illumen Group Inc
Jones Radio Network	The Walt Disney Company
JP Morgan	Walton Electric Membership Corporat
Kabc-TV	Wilmington Trust
Katz Media Corp	Wilmington Trust Co
Limelight Networks	Wirtz Realty Corp

SCHEDULE 1(p)

United States Trustee for the Southern District of New York (and Key Staff Members)

Andrea Schwartz
Andy Velez-Rivera
Brian S. Masumoto
Elisabetta Gasparini
Greg M. Zipes
Linda A. Riffkin
Marylou Martin
Nazar Khodorovsky
Paul K. Schwartzberg
Richard C. Morrissey
Serene Nakano
Susan Golden
Tracy Hope Davis

SCHEDULE 1(q)

Utility Providers

1Velocity	Bessemer Utilities
233 Broadcast LLC	Birmingham Water Works Board
Aable Telecom	Black Warrior Electric Membership Co.
AAT Communications	Blue Ridge Cable Technologies Inc.
ACC Business	Boise Utility Billing, City of (ID)
Adtel LLC	Broadcast Services Inc.
Airgas East Inc.	Broadview Networks Inc.
Airgas Great Lakes	Brookhollow II LP
Airgas Mid South Inc.	Buckeye Telesystem Inc.
Airgas Southwest	Buffalo Water Board (NY)
Alabama Gas Co.	Buffalo, City of (NY)
Alabama Power Co.	Burton, City of (MI)
Aliant Telecom	C&S Communications
Allied Teltronics	Cable One
Allied Waste Services of Arkansas	CallWave Inc.
Alltel Communications LLC	Cambridge, City of (MN)
American Messaging	Campora Propane Inc.
American Messaging Services LLC	Cavalier Telephone LLC
American Registry for Internet Numbers	CB Richard Ellis/Carmody LLC
Americom Telephone Systems Inc. of Pa	Center Operating Co.
Amerigas	Centerpoint Energy
Appalachian Electric Cooperative	Central Arkansas Water Utility Billing Services
Appalachian Oil Co. Inc.	Central Maine Power Co.
Appalachian Power	CenturyTel Inc.
Artistic Waste Services Inc.	Charter Communications
Arvig Communication Systems	Chickasaw Telecom Inc.
AT&T	Cleco Power LLC
AT&T Global Network Services	Clinton Utilities Board (TN)
AT&T Messaging	CMC Telecom Inc.
AT&T Mobility	CMSInter.net LLC
AT&T Teleholdings Inc.	Cogent Communications Inc.
Atmos Energy Corp.	Collins Communications
ATX Communications	Colonade Group, The
ATX Telecommunications Services	Colorado Springs Utilities
Audiolab Electronics	Colorado Springs, City of (CO)
Baker, City of (LA)	Comcast
Bandwidth Industries Inc.	Comcast Cable
Baton Rouge Water Co. Utility Payment Processing	Comcast Corp.
Bay Ring Communications	ComEd
Baystate State Gas Co.	Commonwealth Supply Co.
Berkeley Electric Cooperative Inc.	Communication & Control Inc.

Communication Technologies Inc.
 CommuniGroup
 Connoisseur Media of Erie LLC
 Constellation NewEnergy Inc.
 Consumers Energy
 Cornerstone Communications Inc.
 Covad Direct
 Cox Communications Inc.
 D&E Communications Inc.
 Dallas Stars Hockey Club
 Dallas Water Utilities (TX)
 Data Technology Solutions LLC
 Datatel
 Deer Point Tower Venture LLC
 Delhi Charter Township (MI)
 Delta Properties
 Deltacom Inc.
 Des Moines Radio Group
 Des Moines Water Works
 Desert Sands Broadcasting Inc.
 Dex Media East
 Dex Media West LLC
 Dial Communications Global Media Inc.
 Direct Energy Business LLC
 Direct Energy GP Inc.
 DirecTV
 Dixie Electric Membership Corp.
 Dominion Virginia Power
 Dover, City of (NH)
 DTE Energy
 Duke Energy
 Dutel Telecommunications Inc.
 East Central Energy
 East Central Sanitation
 East Providence, City of (RI)
 Eatel
 Edisto Electric Cooperative Inc.
 Electric Power Board of Chattanooga
 Embarq
 Embarq Florida Inc.
 Entergy
 Entergy Arkansas Inc.
 Ephrata, Borough of (PA)
 Eureka Water Co.
 Evans Communications Inc.
 Excel Commercial

Excel Telecommunications
 Fairhaven Gas
 Fairpoint Communications Inc.
 Farm Plan
 Ferrellgas Inc.
 First Electric Cooperative
 FK South LLC
 Frontier Communications
 Gas Co.
 Genesys Conferencing Inc.
 Grand Rapids, City of (MI)
 Graysville Water & Gas
 Green & Chapman Inc.
 GRI Telecom Inc.
 Griffith Energy Services Inc.
 Hayes Landfill Inc.
 Henry County REMC (IN)
 Herring Gas Co. Inc.
 Hetch Hetchy Water & Power
 Hodge Telecommunication Services Inc.
 Holidaygas
 HTN Communications LLC
 Hughes Network Systems LLC
 Idaho Power Co.
 Ideacom Technologies Inc.
 Idearc Media Corp.
 Ikon Office Solutions
 Improbable Missions Force
 Indiana American Water Co. Inc.
 Integra Telecom
 Integrys Energy Services Inc.
 Integrys Energy Services of NY Inc.
 Intercall
 Intermountain Gas Co.
 Internal Sound & Communications Inc.
 Internet America Inc.
 Inter-Tel Net Solutions Inc.
 Iowa Telecom Communications LLC
 Irononton Telephone Co.
 Irving Energy Distribution & Marketing
 IT Partners
 Jackson Electric Corp.
 Jessem LLC
 Joanna Langfield Productions Inc.
 Johnson City Power Board (TN)
 Johnson City Utility System (TN)

KAUT-TV
 KDWB
 Kentwood Springs
 Key Equipment Lease
 KFOR-TV
 Knoxville Utilities Board (TN)
 Kochville, Township of (MI)
 Kokomo Gas & Fuel Co.
 Kokomo Wastewater Utility, City of (IN)
 KSL Television
 LA Arena Funding LLC
 Lafayette Utilities System (LA)
 Lansing Board of Water & Light (MI)
 Laser Care
 Lenoir City Utilities Board (TN)
 Liberty Square Inc.
 Lobo Internet Service
 Long Island Power Authority
 Los Angeles Department of Water & Power
 Los Angeles Times Communications LLC
 Maine Public Service Co.
 Mansfield, City of (TX)
 Matrix Business Technologies
 Matrix Solutions
 Matrix Telecom Inc.
 MCI
 MCI Comm Service
 MCI Telecommunications
 MCI Worldcom
 Megapath Inc.
 Memphis Light Gas & Water Division
 Met Ed
 Metro Communications LLC
 Metro Water Services
 Metropolitan Pier & Exposition Authority
 Mid Atlantic Sports Network
 Mid Maine Communications Inc.
 Mid State Teledata LLC
 MidAmerican Energy Co.
 Midland Power Cooperative
 Minneapolis Marriott
 Mizenko Mobile & Wireless
 Mobile Radio of Kokomo Inc.
 Modesto Irrigation District (CA)
 Modesto, City of (CA)
 Morgan Birge & Associates

Motower Multilink Corp.
 Moundville Telephone Co. Inc.
 Mount Joy Township Authority (PA)
 Mountain View Electric Association Inc.
 Murray City Corp.
 NAII LLC
 Nashville Electric Service
 Nashville Tower
 National Fuel Gas Distribution Corp.
 National Grid
 National Public Radio Inc.
 NationLink Wireless
 New Hampshire Electric Cooperative Inc.
 New Hampshire Treasurer, State of
 New Hampshire, State of
 New London, City of (CT)
 New Mexico Gas Co. Inc.
 Nextel
 Nextel Communications
 Norman, City of (OK)
 North Little Rock, City of (AR)
 North San Joaquin Water Conservation
 District
 Northeast Paging / Ucom
 Northeast Utilities
 Northlands Communications
 Northwestern REC (PA)
 NOS Communications Inc.
 NSTAR Electric & Gas Corp.
 Nuvox
 NYSE Arca Options
 NYSEG
 Oak Ridge FM Inc.
 O'Gara Satellite Systems Inc.
 Oklahoma City, City of (OK)
 Oklahoma Gas & Electric Co.
 One Communications
 Opex Communications Inc.
 Overbay Communications
 Pacific Gas & Electric Co.
 Paetec Business Services
 Palmetto Propane
 Penelec
 Penguardia Productions Inc.
 Pennsylvania American Water Co. Inc.
 Penteledata LP I

Pepco
 Personalized Communications Inc.
 Piedmont Natural Gas
 Pine Tree Networks
 Pioneer Telephone Cooperative Inc.
 Plaisance Water System
 PNM Electric & Gas Services
 PPL Electric Utilities Corp.
 Praxair
 Primus
 Public Service Co. of NH
 Public Service Electric & Gas
 QLT Consumer Lease Services Inc.
 Questar Gas Co.
 Qwest
 R&R Realty Group
 Radioshack Corp.
 RCN Corp.
 Redifuel
 Renda Broadcasting Co.
 Riverview, City of (MI)
 RJ Energy Services Inc.
 Robys Propane Gas Inc.
 Rocky Mountain Power
 Ron Lanzer Soft Water
 San Francisco Public Utilities
 Sandia Television Corp.
 Santa Fe, City of (NM)
 Satellite Center Inc., The
 Schwanger Bros & Co. Inc.
 SCMS - Southern Coastal Marketing
 Services Inc.
 Service Electric Cable TV Inc.
 Service Electric Telephone Co. LLC
 SES Americom
 Sevier County Electric System (TN)
 Shoreview FM Group
 Sierra Pacific Power Co.
 Sierra Telephone Co. Inc.
 Signal Voice & Data Inc.
 SkyTel
 SMG Knoxville Convention Center
 Sonora JS West Co.
 South Carolina Electric & Gas Co.
 South Middleton Township (PA)
 Southwest Cybort Inc.

Southwest Gas Corp.
 Spalding Entertainment LLC
 Speakeasy Inc.
 Spectrum Solutions Inc.
 Spirit Telecom
 Sports Backhaul Network
 Springfield Water & Sewer Commission
 (MA)
 Sprint
 Strategic Energy LLC
 Suburban Propane LP
 Summit Township Water Authority (PA)
 SunCom
 SW Louisiana Electric Membership Corp.
 Syracuse, City of (NY)
 Tabas Co. Inc.
 TDS Metrocom LLC
 TDS Telecom Service Corp.
 Telcove Operations LLC
 Telebeeper of New Mexico Inc.
 Telecomm USA
 Telepacific Communications
 Telrite Corp.
 Tennessee American Water Co.
 Time Warner Cable LLC
 Time Warner Cable of NY
 Time Warner Telecom Holdings Inc.
 T-Mobile
 Transnational Communications International
 Tri County Electric Cooperative Inc.
 Trico Electric Cooperative Inc.
 Truckee Meadows Water Authority (TX)
 TRZ Communications Services Inc.
 TTI Inc.
 Tucson Electric Power Co. Inc.
 Tucson Utility Services, City of (AZ)
 Turlock Irrigation District (CA)
 Tuscaloosa, City of (AL)
 TW Telecom
 TXU Energy
 UGI Penn Natural Gas Inc.
 UGI Utilities Inc.
 Unicel
 United Water Idaho Inc.
 Unitil
 University of Notre Dame

University of Oklahoma
University of Tennessee
US Cellular
USA Mobility Wireless Inc.
Vanguard Wireless LP
Vectren Energy Delivery of Indiana Inc.
Verizon
Verizon Business
Verizon CABS
Verizon California
Verizon Internet Solutions
Verizon North Inc.
Verizon Northwest
Verizon Select Services Inc.
Verizon Wireless
Verizon Wireless Messaging
VoiceNation LLC
Walton Electric Membership Corp.
Washington St. Tammany Electric
Cooperative Inc. (LA)
Washington Suburban Sanitary (MD)
Waste Connections of Oklahoma Inc.
Waste Management of Acadiana
Waste Management of Pennsylvania
WBNG TV Inc.

West Baton Rouge Parish Natural Gas &
Water Systems
Western Massachusetts Electric Co.
Western NY Public Broadcasting
Association
WFMZ
WFUR Radio Station
Wiline Accounts Receivable
Windstream
Wise Electric Cooperative Inc.
WKRZ-FM
WM LampTracker Inc.
WNLC / WKNL
Wolfe Communication Systems Inc.
Woodland Lakes (Apartments)
WVUE-TV
WYES-TV
Xcel Energy
XO Communications
XO Communications Services Inc.
Xpedite Systems Inc.
Xtelesis Corp.
Yankee Gas
Zayo Bandwidth LLC
Zone Telecom Inc.

SCHEDULE 2

Relationships with Potential Parties in Interest

Creditors¹

Ace American Insurance Company
AIG Bank Loan Fund LTD.
Aladdin Flexible Investment
Allstate Life Insurance Co
American Broadcasting Co
American Express
Ares Ix CLO LTD.
AT&T
Babson CLO LTD.
Bank of America N.A.
Black Diamond CLO
Calyon New York Branch
Centurion CDO 8 LTD.
CIT Group
Citicorp Vendor Finance, Inc
Contrarian Funds LLC
Credit Industriel Et Comme.
Credit Lyonnais
Credit Suisse
Csam Funding
Denali Capital
Deutsche Bank Ag
Eaton Vance Grayson & Co
Fidelity Advisor
First Trust
Four Corners CLO II LTD.
Franklin Floating Rate
Galaxy IV CLO LTD.
General Electric Capital Corp.
Goldman Sachs Credit Partners LP
GSC Partners CDO Fund V
Harbourview CLO
HSBC
ING Senior Income Fund
John Hancock Trust
JPMorgan

KKR Financial CLO
Massachusetts Mutual Life
Mellon Investor Services LLC
Merrill Lynch Capital Corp
MetLife
Michigan
Mizuho Corporate Bank LTD.
Mjx Venture IV CDO Limited
National City Corp
Norinchukin Bank
Normura
Nuveen Senior Income Fund
Octagon Investment Partners
Olympic CLO I LTD.
Oppenheimer Master Loan Fund
Pacific Life Insurance Co
PNC Bank
Primus CLO I LTD.
Putnam 14-High Yield Trust
Qwest
Race Point II CLO
Radio Disney Network
Riversource Cent CDO
Sankaty High Yield Partners
Scotiabank Ireland LTD.
Sovereign Bank
Stanfield Vantage CLO LTD.
State of Michigan
Stone Tower CDO Ii LTD.
Sumitomo Mitsui Banking Corp
Suntrust Bank
Symphony CLO I LTD.
The Bank of New York Mellon
Van Kampen Senior Loan Fund
Verizon Wireless
Wachovia Bank National Assoc.
Wells Fargo & Company
Whitehorse IILTD.

¹ A&M is currently advising or has previously advised these parties or their affiliates as creditors or various official creditors' committees in which these parties or their affiliates were members or which represented the interests of these parties or their affiliates.

Members of Noteholders Group²

Allstate Life Insurance Co
Citigroup Alternative Investments LLC
Credit Suisse
Eaton Vance Grayson & Co
JPMorgan
Merrill Lynch Capital Corp
Nuveen Senior Income Fund
Oppenheimer Master Loan Fund
Putnam 14-High Yield Trust

Professionals & Advisors³

AON Risk Services Inc of Florida
CB Richard Ellis⁴
Deloitte & Touche LLP
Dewey & Leboeuf LLP
Ernst & Young LLP
FTI Consulting Inc
Hogan & Hartson LLP
Kirkland & Ellis LLP
Lazard Freres
Morgan Lewis & Bockius LLP
Reed Smith LLP
Ropes & Gray LLP
Sidley Austin LLP
Simpson Thacher & Bartlett
Stroock & Stroock & Lavan LLP
Towers Perrin Hr Services
Winston & Strawn LLP

Clients of A&M and/or its Affiliates⁵

Ace American Insurance Company
AIG Bank Loan Fund LTD.
Alabama Power Company

² A&M is currently advising or has previously advised various official or unofficial noteholders' committees in which these parties or their affiliates were members or which represented the interests of these parties or their affiliates.

³ These professionals have represented clients in matters where A&M was also an advisor (or provided crisis management) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

⁴ These professionals represent A&M and/or an affiliate on wholly unrelated matters.

⁵ A & M and/ or an affiliate is currently providing or has previously provided certain consulting services to these parties or their affiliates in wholly unrelated matters.

Allstate Life Insurance Co
American Express
AON Risk Services Inc of Florida
AT&T
Bank of America N.A.
Blue Shield of California
Brinker International
Broadcasting Company
Calyon New York Branch
CB Richard Ellis
CBS Radio Inc
CG Meridian, LLC
Chevron Corp
CIT GROUP
Citicorp Vendor Finance, Inc
Clear Channel
Comcast Cable
Credit Suisse
Dell Marketing LP
Deutsche Bank AG
Entergy Arkansas, Inc
Entertainment Communications Network
Ernst & Young LLP
Fidelity Advisor
General Electric Capital Corp.
Goldman Sachs Credit Partners LP
Great American Insurance Co
Highland Capital Management LP
HSBC
ING Senior Income Fund
John Hancock Trust
JPMorgan
Mellon Investor Services LLC
Merrill Lynch Capital Corp
MetLife
National City Corp
Office Depot
Quest Business Solutions
Qwest
Sankaty High Yield Partners Iii
Stanfield Vantage CLO LTD.
The Bank of New York Mellon
The Royal Bank of Scotland
Time Warner Cable
Towers Perrin Hr Services
Triple Net Properties, LLC
Univision Communications
Verizon
Vornado Two Penn Plaza L.L.C

Wachovia Bank National Assoc.
Wells Fargo & Company
WestLB AG NY Branch
WGN Continental Broadcasting Co.

Significant Equity Holders⁶

Ace American Insurance Company
AIG Bank Loan Fund LTD.
Amalgamated Gadget, L.P
American Express
Ares Ix CLO LTD.
Babson CLO LTD.
Bank of America N.A.
Black Diamond CLO
Blackstone Debt Advisors LP
Blue Shield of California
Canyon Capital CLO
CBS Radio Inc
CIT Group
Citadel Broadcasting Company
Citicorp Vendor Finance, Inc
Contrarian Funds LLC
Credit Suisse
Deutsche Bank AG
Ernst & Young LLP
Fidelity Advisor
Forstmann & Little Company
General Electric Capital Corp.
Goldman Sachs Credit Partners LP
GSC Partners CDO Fund V
Hotchkis & Wiley Capital Mgmt, LLC
HSBC
ING Senior Income Fund
JPMorgan
Katz Media Corp
KKR Financial CLO
Lazard Freres
Legg Mason Partners
Massachusetts Mutual Life
Mellon Investor Services LLC
Merrill Lynch Capital Corporation
Michigan
Mizuho Corporate Bank LTD.
Nomura Bond & Loan Fund

⁶ These parties or their affiliates are significant equity holders of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

Oppenheimer Master Loan Fund
PNC Bank
Primus CLO I LTD
Putnam 14-High Yield Trust
Sandler Capital
Stanfield Vantage CLO LTD.
Suntrust Bank
Symphony CLO I LTD.
The Bank of New York Mellon
The Royal Bank of Scotland
Verizon Business
Vista Leveraged Income Fund
Vornado Two Penn Plaza L.L.C
Wachovia Bank National Assoc.
Wasatch CLO LTD.
Wells Capital Mgmt
Wells Fargo & Company

Significant Joint Venture Partners⁷

Goldman Sachs Credit Partners LP
John Hancock Trust
JPMorgan
KKR Financial CLO
MetLife
Putnam 14-High Yield Trust
Sprint PCS

Board Member⁸

David W. Checketts
Farid Suleman
Michael J. Regan
Sandra J. Horbach
Theodore J. Forstmann

⁷ These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

⁸ These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

EXHIBIT C

Engagement Letter

June 18, 2009

Ms. Jacquelyn J. Orr
General Counsel & Vice President
Citadel Broadcasting Corporation
142 West 57th Street, 11th Floor
New York, NY 10019

Dear Jackie:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC ("A&M") and Citadel Broadcasting Corporation (the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M.

1. Description of Services

- (a) A&M shall provide consulting services to the Company, consulting with its Chief Executive Officer, General Counsel and Chief Financial Officer and upon request, the Company's Board of Directors in connection with the Company's restructuring efforts. It is anticipated that A&M's activities may include the following:
 - (i) assistance in planning and preparation for a potential chapter 11 bankruptcy filing;
 - (ii) assistance, upon request, with the evaluation of financial restructuring-related issues and with the preparation of related documentation, including, without limitation 13-week cash flow projections, cash collateral projections and DIP financing projections as related to a potential chapter 11 filing;
 - (iii) assistance with claims management services and/or;
 - (iv) other activities as are approved by the Company or the Board of Directors and agreed to by A&M.

The services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements. A&M makes no representation or guarantee that an appropriate restructuring proposal can be formulated for the Company, that restructuring is the best course of action for the Company or, if formulated, that any proposed restructuring plan will be accepted by the Company's creditors, shareholders and other constituents. Further, A&M assumes no responsibility for the implementation or selection of any restructuring proposal which it assists the Company in formulating.

In rendering its services to the Company, A&M will report directly to the General Counsel, Chief Financial Officer and/or Board of Directors and will make recommendations to and consult with the Board of Directors and/or such senior officers.

(b) Jeffery Stegenga, a Managing Director of A&M, will be responsible for the overall engagement. Michael Kang, a Managing Director will lead the day-to-day activities of the engagement. Mr. Stegenga and Mr. Kang will be assisted by other A&M personnel. In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates. Such affiliates are wholly owned by A&M's parent company and employees. A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters. A&M shall not retain the services of any subcontractors without the Company's prior written consent.

2. Compensation

(a) A&M will receive fees based on the following hourly rates:

Managing Directors	\$625 - \$775
Directors	\$450 - \$625
Associates	\$300 - \$450
Analysts	\$225 - \$300

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

- (b) Claims management services will also bill on an hourly basis from \$250 to \$525.
- (c) All travel time will be billed at 50% of the rates described above.
- (d) In addition, A&M will be reimbursed for its documented reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, computer research, messenger and telephone charges. All fees and expenses will be billed and payable on a bi-weekly basis or, at A&M's discretion, more frequently. All backup documentation for expenses shall be provided to the Company upon request.
- (e) The Company shall promptly remit to A&M a retainer in the amount of \$200,000, which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.

3. Term

The engagement will commence as of the date hereof and may be terminated by either party without cause by giving 30 days written notice to the other party. A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue to represent the Company, or unless other just cause exists. In the event of any such termination, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but were invoiced subsequent to such termination). The Company may immediately terminate A&M's services hereunder at any time for Cause by giving written notice to A&M. Upon any such termination, the Company shall be relieved of all of its payment obligations under this Agreement, except for the payment of fees and expenses through the effective date of termination (including fees and expenses that accrued prior to but were invoiced subsequent to such termination) and its obligations under paragraph 7 and 8. For purposes of this Agreement, "Cause" shall mean if A&M breaches any of its material obligations hereunder and does not cure such breach within 30 days of the Company having given written notice of such breach to A&M describing in reasonable detail the nature of the alleged breach. A&M shall be entitled to immediately terminate its services hereunder for Good Reason. For purposes of this Agreement, termination for "Good Reason" shall mean either its resignation caused by a breach by the Company of any of

its material obligations under this Agreement that is not cured within 30 days of A&M having given written notice of such breach to the Company describing in reasonable detail the nature of the alleged breach or a filing of a petition under Chapter 11 of the United States Bankruptcy Code in respect of the Company unless within 45 days thereafter (or, if sooner, prior to the date on which a plan of reorganization is confirmed or the case is converted to one under Chapter 7), the Company has obtained judicial authorization to continue the engagement on the terms herein pursuant to an order which has become a final, nonappealable order.

4. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or subcontractors is to be considered an employee or agent of the Company and the personnel and subcontractors of A&M are not entitled to any of the benefits that the Company provides for the Company employees. The Company acknowledges that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

5. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) given by A&M to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board of Directors and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

6. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M is a consulting firm that serves clients on a national basis in numerous cases, both in and out of court, it is possible that A&M may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company, including creditors of the

Company. In the event you accept the terms of this engagement, A&M will not represent, and A&M has not represented, the interests of any such entities or people in connection with this matter.

7. Confidentiality/Non-Solicitation

A&M shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M who worked on this engagement while employed by A&M ("Solicited Person"); provided that the term "Solicited Person" shall not include any employee of A&M who responds to an advertisement for employment posted by the Company. Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the party extending such offer equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

8. Indemnification

The attached indemnification agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification provisions, which shall remain in full force and effect.

9. Miscellaneous

This engagement letter (together with the attached indemnity provisions): (a) shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the

June 18, 2009

entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by both parties hereto. The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement. In the event the Company files under Chapter 11, the Company and A&M agree that the bankruptcy court shall have jurisdiction over any and all matters arising under or in connection with this engagement letter and the indemnity provisions in connection with the services rendered by A&M hereunder. Notwithstanding anything herein to the contrary, A&M may reference or list the Company's name and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

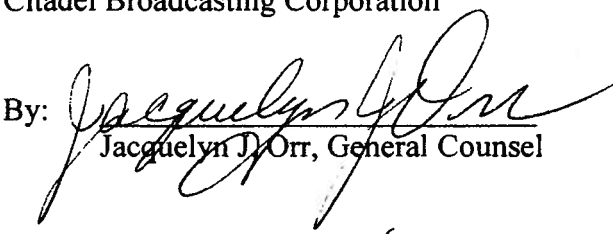
By:


Michael D. Kang
Managing Director

Accepted and agreed:

Citadel Broadcasting Corporation

By:


Jacquelyn J. Orr, General Counsel

June 18, 2009

INDEMNIFICATION AGREEMENT

This indemnity is made part of an agreement, dated June 18, 2009 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement") by and between Alvarez & Marsal North America, LLC ("A&M") and Citadel Broadcasting Corporation (the "Company"), for services to be rendered to the Company by A&M.

- A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, subcontractors and representatives (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from such Indemnified Party's gross negligence, bad faith or willful misconduct. The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.
- B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.
- C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating

June 18, 2009

in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

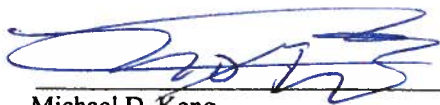
- D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.
- E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner.
- F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.
- G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the

June 18, 2009

Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

Alvarez & Marsal North America, LLC

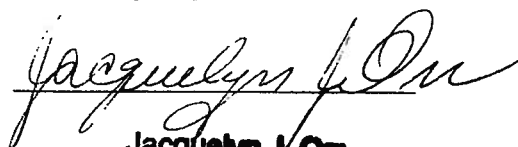
By:



Michael D. Kang
Managing Director

Citadel Broadcasting Corporation

By:



Name:

Jacquelyn J. Orr
General Counsel & VP

Title: